

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



PHILIP L. BROWNING
Director

SHERYL L. SPILLER
Chief Deputy



Board of Supervisors
GLORIA MOLINA
First District

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MICHAEL D. ANTONOVICH
Fifth District

November 17, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

17

NOVEMBER 17, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE EXECUTION OF AMENDMENT NUMBER
THIRTEEN TO THE LOS ANGELES ELIGIBILITY AUTOMATION DETERMINATION
EVALUATION AND REPORTING SYSTEM INFORMATION TECHNOLOGY
AGREEMENT WITH UNISYS CORPORATION
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

SUBJECT

Board approval is requested to amend the Los Angeles Eligibility Automation Determination Evaluation And Reporting System (LEADER) Agreement to increase the Maximum Contract Sums for Application Software Modifications and/or Enhancements (M&E), and correspondingly increase the Total Maximum Contract Sums, for the Second Extended Term and for any Second Extended Option Term by \$2,625,000, subvented one hundred percent (100%) by State revenue, from an aggregate total of \$340,876,732 to \$343,501,732.

**JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT
YOUR BOARD:**

- 1) Approve and instruct the Chairman to sign Amendment Number 13 (Attachment II) to County Agreement Number 68587 with Unisys Corporation which will:
 - a) Increase the Maximum Contract Sums for Application Software M&E for the Second Extended Term and for any Second Extended Option Term by \$2,625,000, subvented 100% by State revenue, from \$80,640,000 to \$83,265,000 to include costs to develop a LEADER System interface with the State's Case Management Information and Payrolling System II (CMIPS II); and correspondingly increase the Total Maximum Contract Sums for the Second Extended Term and for any Second Extended Option Term.

- b) Update the name of the County Project Director.
 - c) Add Defaulted Property Tax Reduction Program provisions to the LEADER Agreement.
- 2) Approve and instruct the Chairman to sign the Budget Adjustment (Attachment I) to increase the appropriation for Services and Supplies by \$2,242,000 to reflect revenue from the State for the CMIPS II LEADER Interface project.

The execution of the Amendment will increase the Total Maximum Contract Sums for the Second Extended Term and for any Second Extended Option Term from an aggregate total of \$340,876,732 to \$343,501,732. The additional \$2,625,000 will be subvented one hundred percent (100%) by State revenue, therefore, there is no net County cost (NCC) resulting from the execution and performance of the Amendment. The Amendment shall be executed only after County has received written notice that the State has approved the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to modify the LEADER Agreement to incorporate the following.

LEADER Interface with CMIPS II

The California Department of Social Services In-Home Supportive Services (IHSS) program exchanges information with the California Department of Health Care Services, the State's Medi-Cal Eligibility Data System (MEDS), the Statewide Automated Welfare System, and LEADER as an integral part of administering the IHSS program. The ongoing information exchange between CMIPS, LEADER, and MEDS is critical to effectively administer the IHSS program, accurately manage the IHSS program's budget, and fully access appropriate funding sources.

Currently, much of this information exchange occurs through some combination of manual processes, County specific automated tools, or access to each system independently. The areas where data exchange (i.e., interface) occurs include case initiation, case maintenance, case termination, as well as inter-county transfers. This is a time consuming and cumbersome process that creates a potential for errors and inconsistencies between the systems when transferring data from one system to the other.

Developing a replacement of the legacy CMIPS application with the new CMIPS II application is in process. As a result, a new interface among the State's CMIPS, the LEADER and MEDS must be developed which incorporates changes in business rules, functionality and data types.

Implementation of Strategic Planning Goals

The recommendation is consistent with the principles of County Strategic Plan Goal #1 (Service Excellence) to provide the public with easy access to quality information and services that are both beneficial and responsive. In addition, the Amendment is consistent with DPSS' objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications, and is included in the Department's Business Automation Plan.

FISCAL IMPACT/FINANCING

Amendment Number 13 increases the current Total Maximum Contract Sums for the Second Extended Term and for any Second Extended Option Term of the LEADER Agreement from an aggregate total of \$340,876,732 to \$ 343,501,732.

Costs for Fiscal Year (FY) 2009-10

The total estimated costs for Amendment Number 13 in FY 2009-10 are \$2,242,000. These costs will be fully subvented by State revenue and there is no additional NCC. Attachment I is a request to increase the appropriation and funding to the Department's FY 2009-10 Services and Supplies Adopted Budget.

Costs for FY 2010-11

The total estimated costs for Amendment Number 13 in FY 2010-11 are \$283,000. These costs will be subvented by State revenue. There is no NCC. Sufficient funding will be included in the Department's annual budget requests.

Costs for FY 2011-12

The total estimated costs for Amendment Number 13 in FY 2011-12 are \$100,000. These costs will be subvented by State revenue. There is no NCC. Sufficient funding will be included in the Department's annual budget requests.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

This Amendment was reviewed and approved as to form by County Counsel. As with the existing LEADER Agreement and its previous amendments and modification notices, outside counsel, Mitchell, Silberberg & Knupp LLP, also reviewed and commented on the Amendment in accordance with your Board's policy regarding technology contracts.

This is not a Prop A contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

State and Federal Approval

On September 30, 2009, we received written confirmation from the California Health and Human Services Agency of their approval of Amendment Number 13. They also confirmed that the Centers for Medicare and Medicaid Services also approved the Amendment; and that the Food and Nutrition Services (FNS) indicated their approval was not necessary, because the Amendment does not require additional funding from FNS.

CONTRACTING PROCESS

Unisys was selected via a competitive solicitation. On September 12, 1995, your Board awarded a seven years and six months contract (with the option for two additional years) to Unisys to provide an automated welfare system. Amendment Number Three and Amendment Number Four approved by your Board extended the seven years and six months contract term by two years to April 30, 2005, making the Initial Term of the LEADER Agreement nine years and six months. On March 15, 2005, your Board approved Amendment Number Ten to extend the contract term for the optional two years, from May 1, 2005 through April 30, 2007. Amendment Number 12 approved by your Board on January 30, 2007, extended the LEADER Agreement for four years through April 30, 2011, with four optional one-year extensions that could extend the LEADER Agreement through April 30, 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The execution of Amendment Number 13 augments the LEADER System by enhancing services to the participant population by providing easy access to quality information and services that are both beneficial and responsive. In addition, the Amendment is consistent with DPSS' objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications.

CONCLUSION

Upon your Board's approval, the Executive Officer, Board of Supervisors, is requested to return two original signed copies of the Amendment and one adopted stamped Board Letter to the Department of Public Social Services.

Respectfully submitted,



Philip L. Browning
Director



Richard Sanchez
Chief Information Officer

PLB:RS:MS:em

Attachments (2)

- c: Chief Executive Officer
- Acting County Counsel
- Executive Officer, Board of Supervisors
- Deputy Chief Executive Officer
- Auditor-Controller
- Internal Services Department
- Chair, Information Systems Commission

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF PUBLIC SOCIAL SERVICES

DEPT'S. 140
No.10/14/2009 ~~XX~~

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2009-10

4-VOTES

SOURCES:

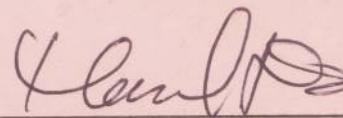
PUBLIC SOCIAL SERVICES
State Public Asst-Admin Revenue
A01-SS-25900-8727
\$2,242,000 ~~88~~
INCREASE REVENUE

USES:

PUBLIC SOCIAL SERVICES
Services and Supplies
A01-SS-25900-2000
\$2,242,000
INCREASE APPROPRIATION

JUSTIFICATION:

To increase Services and Supplies appropriation by \$2.2 million which is fully offset by State revenue to cover the cost of developing an interface between the LEADER and CMIPS II systems.



Thanh V. Do, Director

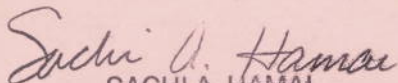
CHIEF ADMINISTRATIVE OFFICER'S REPORT

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17

NOV 17 2009


SACHIE A. HAMAI
EXECUTIVE OFFICER

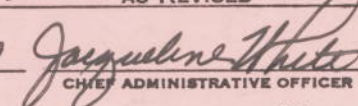
REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

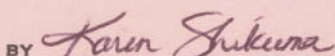
October 26 2009 
CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

20

AUDITOR-CONTROLLER

BY



No. 042

Oct 23 2009

BY

DEPUTY COUNTY CLERK

**AMENDMENT NUMBER THIRTEEN
TO
INFORMATION TECHNOLOGY AGREEMENT**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

UNISYS CORPORATION

FOR A LOS ANGELES

ELIGIBILITY, AUTOMATED DETERMINATION, EVALUATION AND

REPORTING SYSTEM ("LEADER SYSTEM")

(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)

November 2009

AMENDMENT NUMBER THIRTEEN TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | <u>TOPIC</u> | <u>PAGE</u> |
|-------------------------|--|--------------------|
| Recitals | INTRODUCTION | 1 |
| 1 | TOTAL MAXIMUM CONTRACT SUMS | 1 |
| 2 | MAXIMUM CONTRACT SUMS | 2 |
| 3 | INVOICES AND PAYMENTS | 3 |
| 4 | ADMINISTRATION OF AGREEMENT | 3 |
| 5 | NOTICES AND COMMUNICATIONS | 4 |
| 6 | CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 6 |
| 7 | TERMINATION FOR BREACH OF WARRANTY TO MAINTIAN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 6 |
| 8-9 | EXHIBIT G | 7 |
| 10 | INCORPORATION OF “WHEREAS” CLAUSES | 7 |
| 11 | AUTHORIZATION WARRANTY | 7 |
| 12 | EFFECTIVE DATE | 7 |
| 13 | OTHER PROVISIONS OF AGREEMENT | 7 |
| ATTESTATION | | 8 |

EXHIBIT

Exhibit G (Schedule of Payments)

AMENDMENT NUMBER THIRTEEN TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

This Amendment Number Thirteen is entered into by and between the County of Los Angeles (hereafter "COUNTY") and Unisys Corporation (hereafter "CONTRACTOR"), and amends that certain COUNTY Agreement Number 68587, dated September 12, 1995, including Amendment Number One, dated June 17, 1997, Amendment Number Two, dated July 1, 1997, Amendment Number Three, dated March 22, 1999, Amendment Number Four, dated October 10, 2000, Amendment Number Five, dated August 6, 2002, Amendment Number Six, dated May 20, 2003, Amendment Number Seven, dated November 18, 2003, Amendment Number Eight, dated January 27, 2004, Amendment Number Nine, dated November 16, 2004, Amendment Number Ten, dated March 15, 2005, Amendment Number Eleven, dated April 11, 2006, Amendment Number Twelve, dated January 30, 2007, Modification Notice Number One, dated February 13, 1996, Modification Notice Number Two, dated February 10, 1998, Modification Notice Number Three, dated April 8, 1999, Modification Notice Number Four, dated September 4, 2001, Modification Notice Number Five, dated April 30, 2002, Modification Notice Number Six, dated December 3, 2002, and Modification Notice Number Seven, dated March 29, 2004 (hereafter collectively "Agreement").

WHEREAS, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been managing, operating, and performing maintenance, modifications, and enhancements for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (hereafter "LEADER System");

WHEREAS, implementation of State's CMIPS II (Case Management Information and Payrolling System II) requires additional Application Software Modifications and/or Enhancements hours, for the remainder of the Second Extended Term and for any Second Extended Option Term;

WHEREAS, this Amendment Number Thirteen amends the Agreement to increase the Maximum Contract Sum for Application Software Modifications and/or Enhancements, and correspondingly increase the Total Maximum Contract Sums, for the Second Extended Term and for any Second Extended Option Term, to undertake and complete certain Federal and/or State required changes to the LEADER System, including the CMIPS II project; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, pursuant to Subparagraph 49.6 of Paragraph 49.0 (Modification Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Subparagraphs 6.8.2.1 and 6.8.2.2 of Subparagraph 6.8.2 (Total Maximum Contract Sums During the Second Extended Term and any Second Extended Option Term) of Subparagraph 6.8 (Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term) of Paragraph 6.0 (Contract Sum) of the Base Agreement are amended to read:

- “6.8.2.1 The Total Maximum Contract Sum (CONTRACTOR’s total designated consideration for furnishing all goods and services required hereunder, as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 6.8.3.1 and 6.8.5.1) for this Agreement during the Second Extended Term shall not exceed One Hundred Ten Million Four Hundred Seventy-Seven Thousand Seven Hundred Ninety-Two Dollars and No Cents (\$110,477,792.00).
- 6.8.2.2 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.5 (Second Extended Option Term), the Total Maximum Contract Sum (as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 6.8.3.2 and 6.8.5.2) shall not exceed Twenty Seven Million One Hundred Forty-Seven Thousand Two Hundred Eight Dollars and No Cents (\$27,147,208.00) for each year so extended during any Second Extended Option Term.”
2. Subparagraphs 6.8.5.1 and 6.8.5.2 of Subparagraph 6.8.5 (Application Software Modifications and/or Enhancements During the Second Extended Term and any Second Extended Option Term) of Subparagraph 6.8 (Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:
- “6.8.5.1 The Maximum Contract Sum for Application Software Modifications and/or Enhancements (CONTRACTOR’s total designated consideration for furnishing all goods and services required for the Application Software Modifications and/or Enhancements of LEADER Application Software as required hereunder) for this Agreement during the Second Extended Term shall not exceed Forty-Two Million Seven Hundred Ninety-Seven Thousand Seven Hundred Ninety-Two Dollars and No Cents (\$42,797,792.00). Once the Maximum Contract Sum for Application Software Modifications and/or Enhancements has been expended, CONTRACTOR shall have no obligation to perform any further Application Software Modifications and/or Enhancements unless additional funds for such work have been authorized by COUNTY.
- 6.8.5.2 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.5 (Second Extended Option Term), the Maximum Contract Sum for Application Software Modifications and/or Enhancements (as defined in Subparagraph 6.8.5.1) shall not exceed Ten Million Two Hundred Twenty-Seven Thousand Two Hundred Eight Dollars and No Cents (\$10,227,208.00) for each year so extended during any Second Extended Option Term.”

3. Subparagraph 7.2 (Responsible COUNTY Office) of Paragraph 7.0 (Invoices and Payments) of the Base Agreement is amended to read:

“7.2 Responsible COUNTY Office

The original of all invoices under this Agreement shall be submitted to:

Hayward Gee, Project Director
Department of Public Social Services
LEADER Project
9320 Telstar Avenue, Suite 132
El Monte, California 91731
Telephone: (626) 312-6002
Facsimile: (626) 927-9650

with a copy to COUNTY’s Contract Administrator at the following address:

Pauline C. Robertson, ASM III
Contract Administrator
Department of Public Social Services
BCTS Administration
12820 Crossroads Parkway So.
City of Industry, California 91746
Telephone: (562) 908-6077
Facsimile: (562) 692-2252

COUNTY’s Project Director will review the invoice and, if approved, will advise the DPSS Financial Management Division to process the invoice for payment.”

4. Subparagraph 11.1.1 of Subparagraph 11.1 (COUNTY’s Project Director) of Paragraph 11.0 (Administration of Agreement) of the Base Agreement is amended to read:

“11.1.1 COUNTY’s Project Director for this Agreement shall be the following person, his designee, or such other person as may be appointed or designated by the Director of DPSS:

Hayward Gee, Project Director
Department of Public Social Services
LEADER Project
9320 Telstar Avenue, Suite 132
El Monte, California 91731
Telephone: (626) 312-6002
Facsimile: (626) 927-9650

COUNTY's Project Director shall be responsible for the administration of this Agreement on behalf of COUNTY."

5. Paragraph 47.0 (Notices and Communications) of the Base Agreement is amended to read:

"47.0 NOTICES AND COMMUNICATIONS

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid, or sent by facsimile (receipt of which is verbally confirmed by the recipient). If such notice, demand or other communication be given by personal delivery or facsimile service, it shall be conclusively deemed made at the time of such personal service or facsimile transmission. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given upon receipt. Notices shall be given as hereinafter set forth:

If to COUNTY:

Michael Sylvester, Project Executive
Department of Public Social Services
Bureau of Contract and Technical Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8327
Facsimile: (562) 692-4521

with a
copy to:

Hayward Gee, Project Director
Department of Public Social Services
LEADER Project
9320 Telstar Avenue, Suite 132
El Monte, California 91731
Telephone: (626) 312-6002
Facsimile: (626) 927-9650

with a
copy to: Pauline C. Robertson, ASM III
Contract Administrator
Department of Public Social Services
BCTS Administration
12820 Crossroads Parkway So.
City of Industry, California 91746
Telephone: (562) 908-6077
Facsimile: (562) 692-2252

with a
copy to: Robert Kalunian
Acting County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Facsimile: (213) 626-5578

If to CONTRACTOR:

William Majorossy
LEADER Project Manager
Unisys Corporation
9320 Telstar Avenue, Suite 132
El Monte, California 91731
Telephone: (626) 312-6227
Facsimile: (626) 569-9386

with a
copy to: Nancy McCarthy
Vice President, Global Industries - North America
Unisys Corporation
675 Great Pond Road
North Andover, MA 01845
Telephone: (617) 803-8026
Facsimile: (703) 439-3470

and if a notice or demand is to be sent pursuant to Paragraphs 22.0 (Indemnification Requirements), 32.0 (Termination For Gratuities), 33.0 (Termination For Insolvency), 34.0 (Termination For Default), or 35.0 (Termination For Convenience), then a copy to:

Unisys Corporation
Office of General Counsel
Unisys Way
Blue Bell, Pennsylvania 19424
Telephone (215) 986-4960
Facsimile: (215) 986-5721

Addressees may be changed upon ten (10) Days prior written notice to the other party.

During the term of this Agreement, CONTRACTOR's legal counsel shall only communicate with County Counsel or his designee, and shall not, without County Counsel's prior consent, communicate with any member of COUNTY's LEADER Project team."

6. Paragraph 62.0 (CONTRACTOR's Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program) is added to the Base Agreement to read:

"62.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH
COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through this Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206."

7. Paragraph 63.0 (Termination for Breach of Warranty to Maintain Compliance with COUNTY's Defaulted Property Tax Reduction Program) is added to the Base Agreement to read:

"63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTIAN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 62.0 (CONTRACTOR's Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this

Agreement, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Agreement and/or pursue debarment of CONTRACTOR, pursuant to Los Angeles County Code Chapter 2.206.”

8. Schedule X (Schedule of Payments During Second Extended Term) of Exhibit G (Schedule of Payments) is deleted in its entirety and revised Schedule X (Schedule of Payments During Second Extended Term), page G-55, dated November 2009, attached hereto and incorporated herein by reference, is substituted in lieu thereof.
9. Schedule Y (Schedule of Payments During Any Second Extended Option Term) of Exhibit G (Schedule of Payments) is deleted in its entirety and revised Schedule Y (Schedule of Payments During Any Second Extended Option Term), page G-56, dated November 2009, attached hereto and incorporated herein by reference, is substituted in lieu thereof.
10. CONTRACTOR and COUNTY agree that the “Whereas” clauses in this Amendment Number Thirteen are hereby incorporated into this Amendment Number Thirteen as though fully set forth hereat.
11. CONTRACTOR represents and warrants that the person executing this Amendment Number Thirteen for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Amendment Number Thirteen and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
12. This Amendment Number Thirteen shall be effective only after COUNTY has received written notice that the Federal and State governments have approved this Amendment Number Thirteen.
13. Other Provisions of Agreement.

Except as provided in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

AMENDMENT NUMBER THIRTEEN TO

COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Thirteen to COUNTY Agreement Number 68587 to be subscribed by its Chair, and the seal of such Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment Number Thirteen to be subscribed on its behalf by its duly authorized officer, this 17th day of November, 2009.

COUNTY OF LOS ANGELES

By: Don Krabe

Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By: Lachelle Smitherman
Deputy

I hereby certify that pursuant to
Section 26103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Lachelle Smitherman
Deputy



APPROVED AS TO FORM:
ROBERT KALUNIAN
Acting County Counsel

By: James Kashian
James Kashian
Principal Deputy County Counsel

UNISYS CORPORATION

By: Nancy F M'Carthy

Name: NANCY F MCCARTHY

Title: VP & MANAGING PARTNER

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17

NOV 17 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Amendment Number Thirteen
November 2009

68587
Supplement No. 13

Schedule X - Schedule of Payments During Second Extended Term
(May 1, 2007 - April 30, 2011)

| ITEM # | PRICE ITEM | FIXED HOURLY RATE PRICE | FIXED MONTHLY RATE PRICE | FIXED ONE-TIME PRICE | MAXIMUM TOTAL PRICE |
|--------|---|----------------------------------|-----------------------------------|----------------------------|---------------------------|
| 1 | Facilities Management/Operations and Telecommunications Fixed Monthly Rate Price and Total | | \$1,410,000.00 | | \$67,680,000.00 |
| 2 | Application Software Modifications and/or Enhancements Fixed Hourly Rate Price and Total | \$105.00 | | | \$42,797,792.00 |
| 3 | Fixed Hourly Rate Price for Local Office Hardware Moves | \$145.00 | | | |
| 4 | Fixed One-Time Price for Installation of Each Additional Local Office Hardware Workstation or Laptop in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment) | | | \$145.00 | |
| 5 | Fixed Hourly Rate Price for Installation of Each Additional Local Office Hardware Server, Printer, Switch, Router or Hub in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment) | \$145.00 | | | |

Schedule Y - Schedule of Payments During Any Second Extended Option Term
(May 1, 2011 - April 30, 2015)

| ITEM # | PRICE ITEM | FIXED HOURLY RATE PRICE | FIXED MONTHLY RATE PRICE | FIXED ONE-TIME PRICE | MAXIMUM ANNUAL PRICE (5/1/11 - 4/30/12) | MAXIMUM ANNUAL PRICE (5/1/12 - 4/30/13) | MAXIMUM ANNUAL PRICE (5/1/13 - 4/30/14) | MAXIMUM ANNUAL PRICE (5/1/14 - 4/30/15) | MAXIMUM TOTAL PRICE |
|--------|---|----------------------------------|-----------------------------------|----------------------------|--|--|--|--|---------------------------|
| 1 | Facilities Management/Operations and Telecommunications Fixed Monthly Rate Price and Total | | \$1,410,000.00 | | \$16,920,000.00 | \$16,920,000.00 | \$16,920,000.00 | \$16,920,000.00 | \$67,680,000.00 |
| 2 | Application Software Modifications and/or Enhancements Fixed Hourly Rate Price and Total | \$105.00 | | | \$10,227,208.00 | \$10,080,000.00 | \$10,080,000.00 | \$10,080,000.00 | \$40,467,208.00 |
| 3 | Fixed Hourly Rate Price for Local Office Hardware Moves | \$145.00 | | | | | | | |
| 4 | Fixed One-Time Price for Installation of Each Additional Local Office Hardware Workstation or Laptop in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment) | | | \$145.00 | | | | | |
| 5 | Fixed Hourly Rate Price for Installation of Each Additional Local Office Hardware Server, Printer, Switch, Router or Hub in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment) | \$145.00 | | | | | | | |